

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE FOR THE SIXTH  
JUDICIAL DISTRICT AT KNOXVILLE

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STATE OF TENNESSEE,  
Plaintiff,

v.

TERRY W. NOEL

Defendant.

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**ORDER**

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A hearing was held on December 4, 1998, on Plaintiff's Motion to Set Defendant's Payment. Counsel for both parties were present for the hearing.

The Defendant is required to pay for the advertisements placed by the State in the Knoxville News-Sentinel November 22, 1998 through November 25, 1998. The total cost of the advertisements was four thousand nine hundred seventy six dollars and ninety three cents (\$4,976.93). The Defendant previously paid one thousand seven hundred dollars (\$1,700) to the State toward this obligation. Therefore, Defendant is required to pay the State the remaining three thousand two hundred seventy six dollars and ninety three cents (\$3,276.93).

The Defendant indicated that he could pay three hundred dollars (\$300.00) per month in addition to his other obligations. The Defendant expressed that he was willing to make monthly disclosures to the State of his financial status.

The Court Orders the Defendant to pay three hundred dollars (\$300) per month, for each consecutive month beginning January 1, 1999 until the total amount that the State paid to place the advertisement in the Knoxville News-Sentinel is repaid. In the event the Defendant fails to make any such payment within

thirty (30) days of its due date, the entire balance of all provisions of this Order then remaining may be collected by execution, garnishment or other legal process, together with attorneys' fees associated with collection and statutory interest pursuant to Tenn. Code Ann. § 47-14-121, from the date of entry of this Order.

The Court further Orders the Defendant to make a sworn monthly financial disclosure to the State of his financial status using the form attached as an exhibit to Plaintiff's Motion For Court To Set Defendant's Payment. If the Defendants financial condition changes, the State may Petition the Court to increase the amount that the Defendant is ordered to pay.

The Court Orders that the Agreed Order is amended to allow consumers to request a refund indefinitely instead of limiting the time period for requesting refunds to one hundred and eighty (180) days. This Order does not effect any other obligations that the Defendant has to the State or to consumers pursuant to this Court's previous Orders and Judgments.